

EXHIBIT

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CONSTRUCTION AND GENERAL BUILDING LABORERS' LOCAL 79

KENNETH BRANCACCIO
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JOHN NORBURY
Vice President

MICHAEL PROHASKA
Recording Secretary

VICTOR RIZZO
Secretary-Treasurer

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Auditor

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Auditor

GEORGE ZECCA
Auditor

CARL CULLY
Executive Board Member

ANTHONY VITA
Executive Board Member

CERTIFIED MAIL: 7003 0500 0005 0682 1186
7003 0500 0005 0682 1193

June 14, 2007

Navillus Contracting / Tile
53-18 11th Street
L.I.C, NY 11101

Attn: Donal O'Sullivan

Grievance: Navillus Contracting / Tile
Date of Violation: 6/11/07 - Ongoing
Job Site: 748 8th Avenue (48th Street & 8th Ave.)

Dear Sirs:

Please be advised that Local 79 recently filed a grievance against Navillus Contracting/ Tile for the following violations:

1. Article 3 – Sec. 1a: (It shall be a condition of employment that all employees of the Employer who perform work covered by Article IV of this Agreement shall become or remain members in good standing of the Union...) 1 Non Union laborer on job site
2. Article 3 – Sec. 3c: (If the Employer is serving as a paymaster on a job site, the following provisions shall supercede any lesser provisions of this Agreement: The Employer acknowledges and agrees that it and the company for which it is serving as a paymaster are joint employers and one another's agents for all work performed at the site. The companies in the paymaster relationship shall be jointly and severally liable for all violations of this Agreement committed by either, whether acting independently or in concert, including but not limited to any action taken by either in violation of the provisions of this Agreement prohibiting the subcontract of on site work to entities not bound to a collective bargaining agreement with the Union.)

Because the Union's attempts to resolve this grievance at Step 1 of the Grievance Procedure have been unsuccessful, Local 79 hereby invokes Step 2 of the Grievance Procedure.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Anthony Vita
Anthony Vita,
Grievance Dept. Head
AV/jp

Cc: Paul O'Brien, BCA

520 8TH AVENUE, SUITE 679, NEW YORK, NY 10018

PHONE: (212) 465-7936 • FAX: (212) 465-7903 • E-MAIL: 79@laborerslocal79.org
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CONSTRUCTION AND GENERAL BUILDING LABORERS' LOCAL 79

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7003 0500 0005 0682 1179

June 14, 2007

Navillus Contracting / Tile
53-18 11th Street
L.I.C, NY 11101

Attn: Donal O'Sullivan

Grievance: Navillus Contracting / Tile
Date of Violation: 6/9/07 & 6/12/07
Job Site: 748 8th Avenue (48th Street & 8th Ave.)

Dear Sirs:

Please be advised that Local 79 recently filed a grievance against Navillus Contracting/ Tile for the following violations:

1. Article 3 – Sec. 3c: (If the Employer is serving as a paymaster on a job site, the following provisions shall supercede any lesser provisions of this Agreement: The Employer acknowledges and agrees that it and the company for which it is serving as a paymaster are joint employers and one another's agents for all work performed at the site. The companies in the paymaster relationship shall be jointly and severally liable for all violations of this Agreement committed by either, whether acting independently or in concert, including but not limited to any action taken by either in violation of the provisions of this Agreement prohibiting the subcontract of on site work to entities not bound to a collective bargaining agreement with the Union.)
2. Article IV – Sec. 1ee(Independent CBA): (Opening and closing of a construction site for the purpose of providing access to the job site or work areas for personnel, deliveries of material, equipment and machinery. This work shall include, but not be limited to, the opening and closing of all fences, gates, chains, temporary doors, barricades, barriers or other devices used to control general access. Mason Tenders shall be responsible for the flagging of all trades and the public.)
3. Article 8 – Sec. 1a: (Where Mason Tenders are employed on a job, the Local Union shall designate a Shop Steward who shall be the second Mason Tender on the job. The Shop Steward shall monitor the Employer's compliance with the terms and conditions of this Agreement. In the event the Shop Steward becomes aware of non-compliance with this Agreement by the Employer, the Shop Steward shall so inform the Local Union that appointed the Shop Steward. The Shop Steward shall retain possession of the key to the tool house and see to it that it is open in ample time at starting time and securely locked at quitting time. The Shop Steward shall perform these duties as shop steward with the least possible inconvenience to the Employer. The Shop Steward is to work as a Mason Tender

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Executive Board Member

ANTHONY VITA
Executive Board Member

and not use the position as Shop Steward to avoid performance of the Shop Steward's duties as a Mason Tender. On overtime work the Shop Steward shall always be the second Mason Tender offered employment for overtime work. If the Shop Steward is discharged, the Shop Steward shall at once be reinstated until the matter is brought before the Union and the decision of the Union shall control, and if any time has been lost, the Shop Steward shall be paid for all time lost up to five (5) days only. The Shop Steward is to work up to the completion of the job and shall be the last Mason Tender to be discharged, except the Employer may request that the foreman be the last Mason Tender on the job, and the Shop Steward the second to last, due to special job conditions, which request shall not be unreasonably denied by the Union. Where more than one Employer does Mason Tender work on a job site, each Employer shall employ Mason Tenders exclusively to perform the work and each Employer shall employ Mason Tender Shop Stewards. The Union shall have the right to remove and replace any Shop Steward.)

Member to be Paid: Nicholas Albanese S.S. # 143-46-4949

Hrs Owed: 13 OT hrs (6/9/07 - 10 OT hrs & 6/12/07 - 3 OT hr)

Because the Union's attempts to resolve this grievance at Step 1 of the Grievance Procedure have been unsuccessful, Local 79 hereby invokes Step 2 of the Grievance Procedure.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Anthony Vita

Anthony Vita
Grievance Dept. Head

AV/jp

Cc: Paul O'Brien, BCA

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CONSTRUCTION AND GENERAL BUILDING LABORERS' LOCAL 79

KENNETH BRANCACCIO
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Executive Board Member

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Executive Board Member

CERTIFIED MAIL: 7003 0500 0005 0682 1438
7003 0500 0005 0682 1445

June 19, 2007

Navillus Contracting / Tile
53-18 11th Street
L.I.C, NY 11101

Attn: Donal O'Sullivan

Grievance: Navillus Contracting / Tile
Date of Violation: 6/11/07 - Ongoing
Job Site: 748 8th Avenue (48th Street & 8th Ave.)

Dear Sirs:

Please be advised that Local 79 recently filed a grievance against Navillus Contracting/ Tile for the following violations:

1. Article 2 – Sec. 1: (No Employer shall enter into a contract with any other person, firm, partnership, corporation or joint venture employing Mason Tenders to perform bargaining unit work as defined in Article IV on the same job site, unless such other person, firm, partnership, corporation or joint venture is bound by Agreement with the Union.)
2. Article 2 – Sec. 2: (Any Employer who contracts out or sublets any of the work coming within the jurisdiction of the Union as defined in Article IV shall assume the obligations of any subcontractor for prompt payment of employees' wages and other benefits, including reasonable attorneys' fees incurred in enforcing the provisions hereof.)

Because the Union's attempts to resolve this grievance at Step 1 of the Grievance Procedure have been unsuccessful, Local 79 hereby invokes Step 2 of the Grievance Procedure.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Anthony Vita
Anthony Vita
Grievance Dept. Head

AV/jp

Cc: Paul O'Brien, BCA

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CONSTRUCTION AND GENERAL BUILDING LABORERS' LOCAL 79

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CARL CULLY
Executive Board Member

ANTHONY VITA
Executive Board Member

June 19, 2007

Navillus Contracting / Tile
53-18 11th Street
L.I.C, NY 11101

Attn: Donal O'Sullivan

Grievance: Navillus Contracting / Tile
Date of Violation: 6/15/07 - Ongoing
Job Site: 748 8th Avenue (48th Street & 8th Ave.)

Dear Sirs:

Please be advised that Local 79 recently filed a grievance against Navillus Contracting/ Tile for the following violations:

1. Article 6 – Sec. 15c: (Where Mason Tenders are not paid on the specified payday during working hours, they shall be paid single time (including fringe benefit contributions) for all waiting time at the rate of eight hours per day not to exceed twenty-four hours.)
2. Article 8 – Sec. 1a: (Where Mason Tenders are employed on a job, the Local Union shall designate a Shop Steward who shall be the second Mason Tender on the job. The Shop Steward shall monitor the Employer's compliance with the terms and conditions of this Agreement. In the event the Shop Steward becomes aware of non-compliance with this Agreement by the Employer, the Shop Steward shall so inform the Local Union that appointed the Shop Steward. The Shop Steward shall retain possession of the key to the tool house and see to it that it is open in ample time at starting time and securely locked at quitting time. The Shop Steward shall perform these duties as shop steward with the least possible inconvenience to the Employer. The Shop Steward is to work as a Mason Tender and not use the position as Shop Steward to avoid performance of the Shop Steward's duties as a Mason Tender. On overtime work the Foreman shall always be the first Mason Tender offered the opportunity to work overtime, and the Shop Steward shall always be the second Mason Tender offered to work overtime. If the Shop Steward is discharged, the Shop Steward shall at once be reinstated until the matter is brought before the Union and the decision of the Union shall control, and if any time has been lost, the Shop Steward shall be paid for all lost time (including fringe benefit contributions). The Shop steward is to work up to the completion of the job and shall be the last Mason Tender to be discharged, except based on its evaluation of the job conditions, the Union may at its sole discretion determine in the final two weeks of the job to permit the Shop Steward to be the second to last Mason Tender to be discharged; and the foreman the last. Where more than one Employer does Mason Tender work on a job site,

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L-8

DEF 00133



CONSTRUCTION AND GENERAL BUILDING LABORERS' LOCAL 79

KENNETH BRANCACCIO
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CARL CULLY
Executive Board Member

ANTHONY VITA
Executive Board Member

each Employer shall employ Mason Tenders exclusively to perform the work and each Employer shall employ Mason Tender Shop Stewards. The Union shall have the right to remove and replace any Shop Steward.)
Member Affected: Nicholas Albanese S.S. # : 143-46-4949

Because the Union's attempts to resolve this grievance at Step 1 of the Grievance Procedure have been unsuccessful, Local 79 hereby invokes Step 2 of the Grievance Procedure.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Anthony Vita
Anthony Vita,
Grievance Dept. Head

AV/jp

Cc: Paul O'Brien, BCA

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L-9

DEF 00134

07/13/2007 16:44 FAX 2124529422

MASON TENDERS

002/003



Mason Tenders District Council

OF GREATER NEW YORK & LONG ISLAND

Tamir Rosenblum
GENERAL COUNSEL

rosenblum@masontenders.org

July 13, 2007

Navillus Contracting / Tile
53-18 11th Street
Long Island City, NY 11101
Attn: Donal O'Sullivan

Times Square Construction
355 Lexington Ave.
New York, NY 10017
Attn: Kevin O'Sullivan

Re: *Demand for Arbitration (748 8th Ave. - 48th Street & 8th Ave.)
(the "Job Site")*

Dear Sirs:

Please be advised that the Mason Tenders District Council of Greater New York (the "MTDC") hereby appeals to Step 3 (Arbitration) the following disputes with your company[ies] regarding the Job Site (Step 2 Letters for which were filed on June 14 and June 19). The Union intends to hold Times Square Construction liable for these violations as a joint employer, single employer and/or alter ego of Navillus (collectively the "Company").

1. Whether the Company failed to pay Nicholas Albanese as required under the collective bargaining agreement ("CBA"), including but not limited to, by: i) failing to offer him overtime employment during the weeks of June 4-June 18, including but limited to June 9, June 12, and June 16; and ii) failing to provide him timely payment for time worked, and then failing to pay him "waiting time" (\$100.00/day) for all time elapsed since the unpaid amounts were due?

2. Whether the Company violated the CBA by terminating shop steward Nick Albanese?

3. Whether the Company employed, permitted the employment, or is otherwise responsible for the employment, of a worker on the Job Site who performed work covered by the CBA who was not a member of Local 79, was not required to become a member of Local 79, was not referred by Local 79, and was otherwise wrongly treated as not subject to the CBA, including not being compensated under the CBA through the payment of contractual wages and the contribution of fringe benefits on his behalf?

07/13/2007 15:45 FAX 2124529422


MASON TENDERS

003/003

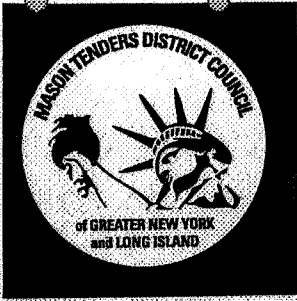
Navillus/Times Square
Page 2 of 2
July 13, 2007

Please call me at your earliest convenience to schedule the arbitration hearing.

Sincerely,


Tamir W. Rosenblum

cc. Building Contractors Association



Mason Tenders District Council

OF GREATER NEW YORK & LONG ISLAND

Tamir Rosenblum

GENERAL COUNSEL

July 19, 2007

trosenblum@masontenders.org

Kimberly Altschuler
McDermot Will & Emery
340 Madison Ave.
New York, NY 10173

Re: *MTDC-Navillus/Times Square Arbitration*

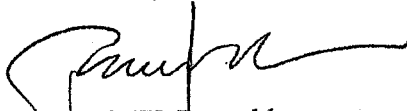
Dear Ms. Altschuler:

I am in receipt of your letter of yesterday. The Union obviously intends to proceed with the arbitration, and, if successful, enforce an award against Times Square, irrespective of whether the company determines to defend itself at the hearing. The grounds for doing so are plainly stated in the demand.

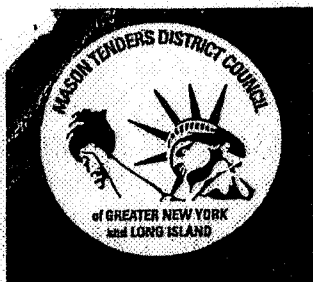
Is there a reason you are not responding to my inquiry regarding the legal representation of Navillus? If your firm will not be representing Navillus in this case, please let me know.

Thank you.

Sincerely,



Tamir W. Rosenblum



Mason Tenders District Council

OF GREATER NEW YORK & LONG ISLAND

Haluk Savci

ASSOCIATE GENERAL
COUNSEL

hsavci@masontenders.org

August 1, 2007

Roger Maher
Arbitrator
23 83rd Street
Brooklyn, NY 11209

Re: *Demand for Arbitration (Mason Tenders District Council of Greater NY
(Navillus Contracting/Tile and Times Square Construction))*

Dear Arbitrator Maher:

I write on behalf of the Mason Tenders District Council of Greater NY in the above-referenced matter for which you are the designated contract arbitrator. Enclosed you will find a copy of the demand for arbitration. It is respectfully requested that you contact the parties to schedule a hearing date.

Sincerely yours,

Haluk Savci

enc.

cc: Navillus Contracting/Tile
53-18 11th Street
Long Island City, NY 11101
Att: Donal O'Sullivan

Times Square Construction
355 Lexington Ave.
New York, NY 10017
Att: Kevin O'Sullivan

Building Contractors Association
451 Park Avenue South, 4th Floor
New York, NY 10016